Replika

English

Terms of Service

Last updated: March 30th, 2026

Welcome to Replika!

We're so happy to have you here. These Terms of Service ("Terms") govern your use of Replika and the software, content, and services (collectively, "Services") offered through: our website www.replika.ai and its subdomains (the "Website"), our mobile apps Replika for Android and Replika for iOS (the "Apps").

Please read these terms carefully before you start using the Services.

The terms "Replika," "us" or "we" refers to Luka, Inc., a software company who designed and built Replika, incorporated in Delaware, and operating in San Francisco, CA.

The term "device" refers to the device which is used to access the Services including but not limited to computers, smartphones and tablets.

The term "you" refers to the user of the Services.

When you sign up for any of the Services or otherwise use or access them, you agree to be bound by these Terms and all applicable laws, rules, and regulations. By using the Services, you indicate that you accept these Terms and that you agree to abide by them. If you do not agree to these Terms, please refrain from using the services.

Our contact email address is my@replika.ai. All correspondence to Replika including any queries you may have regarding your use of the Services or these Terms should be sent to this contact email address.

PLEASE NOTE THAT THESE TERMS CONTAIN AN ARBITRATION CLAUSE. EXCEPT FOR CERTAIN TYPES OF DISPUTES MENTIONED IN THE ARBITRATION CLAUSE, YOU AND REPLIKA AGREE THAT DISPUTES RELATING TO THESE TERMS OR YOUR USE OF THE SERVICES WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION, AND YOU AND REPLIKA WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

1. OUR SERVICES

Replika offers a personal chatbot service through a text and voice interface.

1.1. Medical disclaimer

Replika is a provider of software and content designed to improve your mood and emotional wellbeing. However we are not a healthcare or medical device provider, nor should our Services be considered medical care, mental health services or other professional services. Only your physician or other healthcare providers can do that. While there is third party evidence from research that certain conversation techniques implemented in Replika can assist in the recovery process for a wide array of conditions, Replika makes no claims, representations or guarantees that the Services provide a therapeutic benefit.

1.2. Emergencies

Use of the Services is not for emergencies. If you think you have a medical or mental health emergency, call 911 or go to the nearest open clinic or emergency room.

If you are considering or committing suicide or feel that you are a danger to yourself or others, you must discontinue use of the Services immediately, call 911 or notify appropriate police or emergency medical personnel.

1.3. Modifications to the Services

We reserve the right to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. You agree that Replika will not be liable to you or to any third party for any modification, suspension or discontinuance of any the Services.

2. MEMBERSHIP & SUBSCRIPTIONS

2.1. Becoming a member

You will be required to register ("create an account") with Replika and become a Replika Member in order to access and use the Services. If you choose to register for the Services, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the registration forms. Registration data and certain other information about you are governed by our Privacy Policy.

2.2. Once a member

You are responsible for maintaining the confidentiality of your password and account, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (a) immediately notify Replika of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Services. Replika will not be liable for any loss or damage arising from your failure to comply with this Section.

2.3. Your membership

As a Replika Member, you will receive access to content, features, and functions of the Services that are not available to non-members.

By agreeing to become a Member you opt-in to receive occasional special offers, marketing, survey, and Services-based communication emails. You can easily unsubscribe from Replika commercial emails by following the opt-out instruction in these emails. Replika memberships and subscriptions are not transferable and therefore cannot be sold or exchanged or transferred in any way whatsoever.

2.4. Subscriptions

2.4.1. Choosing a subscription program

Once you become a Replika Member, you can choose one of the subscription programs offered in Replika:

1. **"Free Use"**: a free-of-charge program, which gives limited access to the Services. The “Free Use” is aimed at users who cannot afford any of our subscription-fee based programs. We reserve the right to deny the free use to anyone at any time on our own discretion.
2. **"Replika Pro"**: a subscription-fee based program, which gives full access to the next Services: Relationship status, Premium activities, Replika selfies, image generation, voice messaging, background calls, daily gems, premium voices.
3. **"Replika Ultra"**: a subscription-fee based program, which gives full access to the next Services: Smarter conversations, Elevated emotional intelligence, Replika’s self-reflections, Save messages to memory, and everything included in Pro subscription program but are not limited to it.
4. **"Replika Platinum"**: a subscription-fee based program, which gives full access to the Platinum Services: Replika’s real-time video recognition, Training mode (up to 100 accessible per calendar week), Read Replika’s mind (up to 50 messages accessible per calendar week), up to 10 realistic selfie videos and everything included in the Ultra subscription program.

The cost of the subscription program is available on the subscription screens in the application, as well as in the relevant store. Payment will be charged to your iTunes or Google Play account on confirmation of the purchase.

All prices are subject to change without prior notice at Replika’s sole discretion.

Any subscription program in Replika is subject to change without prior notice at Replika’s sole discretion.

2.4.2. Maintaining a Paid Subscription

Any of our paid subscriptions shall be paid in monthly, quarterly, semi-annual, or annual installments and processed by the App marketplace partner through which you originally acquired the subscription.

You will only have access to a paid subscription while it is active and subsisting. Should you fail to pay your subscription within 7 days after a due date, you will automatically downgrade to “Free Use”.

The renewal subscription fees will continue to be billed to the Payment Method you provided through the marketplace, automatically until canceled. You must cancel your subscription before it renews each billing period in order to avoid billing of the next subscription fee to the Payment Method you provided. Refunds cannot be claimed for any partial-month subscription period.
You can modify or cancel your paid subscription only through the App marketplace where you originally acquired the subscription. To view, modify or cancel your subscription, you may be required to be authenticated under the same user ID by the marketplace partner.

2.4.3. Refunds

Please note that if you purchase a subscription through the Apple iTunes Store or our iPhone application, the sale is final, and we will not provide a refund. Your purchase will be subject to Apple’s applicable payment policy, which also may not provide for refunds.

If you purchase a subscription through our website (via Stripe, PayPal, or other payment processor), the sale is final and we will not provide a refund, unless otherwise is stated herein or required by applicable law. Note for the EU residents: If you are an EU resident, you have the right to withdraw from the agreement for the purchase of digital content without charge and without giving any reason within fourteen (14) days from the date of such agreement conclusion. The withdrawal right does not apply if the performance of the agreement has begun with your prior express consent and your acknowledgement that you thereby lose your right of withdrawal. You hereby expressly consent to the immediate performance of the agreement and acknowledge that you will lose your right of withdrawal from the agreement once our servers validate your purchase and the applicable purchase is successfully delivered to you. Therefore, you will not be eligible for a refund unless the digital content is defective. For users residing in Brazil: applicable law may allow you to withdraw from a contract within seven days from its signing or from the receipt of the service. If your transaction qualifies for a Legal Refund under the applicable law, we will process such refunds upon your request.

2.5. Device requirements

2.5. Device requirements

To enjoy Replika via your smartphone or other Device, your Device must satisfy certain system requirements. These requirements can be found on the Website and the Google and Apple App marketplaces.

3. CANCELLATION OF SERVICES

3.1. Cancellation by you

You may cancel your Membership at any time by deleting your account in the app. This action is irreversible. As soon as you delete your account, all the data associated with your use of the Services will be removed permanently. Upon your account deletion, cancellation of a Paid Subscription is effective at the end of the applicable billing period.

You may cancel a Paid Subscription and downgrade to "Free Use" at any time without deleting your account. Cancellation is effective at the end of the applicable billing period.

Please note that if you purchase a Paid Subscription through the Apple iTunes Store or our iPhone application, you may cancel your subscription by canceling automatic renewal of paid In App Subscriptions by selecting Manage App Subscriptions in your iTunes Account settings and selecting the subscription you want to modify.

If you purchase a Paid Subscription through the Google Play store you may cancel automatic renewals in account settings under Subscriptions in the Google Play app, or according to the current process outlined by Google Play.

3.2. Cancellation by us

We may suspend or terminate your use of the Services as a result of your fraud or breach of any obligation under these Terms. Such termination or suspension may be immediate and without notice.

4. GENERAL PRACTICES REGARDING USE AND STORAGE

You acknowledge that we may establish general practices and limits concerning use of the Services, including without limitation the maximum period of time that data or other content will be retained by the Services and the maximum storage space that will be allotted on our servers on your behalf. You agree that Replika has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Services. You acknowledge that we reserve the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that we reserve the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

5. MOBILE SERVICES

Some of our Services are available via a mobile device, including (i) the ability to upload content to the Services via a mobile device, (ii) the ability to browse the Services and the Website from a mobile device and (iii) the ability to access certain features through an application downloaded and installed on a mobile device (collectively, the "Mobile Services"). To the extent you access the Services through a mobile device, your wireless service carrier's standard charges, data rates, and other fees may apply.

In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. By using the Mobile Services, you agree that we may communicate with you regarding Replika and other entities by SMS, MMS, text message or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us.

In the event you change or deactivate your mobile telephone number, you agree to promptly update your Replika account information to ensure that your messages are not sent to the person that acquires your old number.

6. CONDITIONS OF USE

6.1. User conduct

You are solely responsible for all code, video, images, information, data, text, software, music, sound, photographs, graphics, messages or other materials ("content") that you upload, post, publish or display (hereinafter, "upload") or email or otherwise use via the Services. The following are examples of the kind of content and/or use that is illegal or prohibited by Replika. We reserve the right to investigate and take appropriate legal action against anyone who, in our sole discretion, violates this provision, including without limitation, removing the offending content from the Services, suspending or terminating the account of such violators and reporting you to the law enforcement authorities. You agree to not use the Services to:

1. Email or otherwise upload any content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person, including by instructing, training, or configuring the AI to generate content depicting, describing, or simulating any identifiable real person without their consent; (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation; (vi) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically or otherwise objectionable; or (vii) in the sole judgment of Replika, is objectionable or which restricts or inhibits any other person from using or enjoying the Services, or which may expose Replika or its users to any harm or liability of any type;

2. Interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services; or
3. Violate any applicable local, state, national or international law, or any regulations having the force of law;
4. Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
5. Create, instruct, or configure any AI companion or chatbot persona to represent, impersonate, or simulate a specific real person — whether living or deceased — by using their name, likeness, biographical details, or other identifying information, without that person's explicit written consent. This includes but is not limited to configuring a companion to roleplay as a current or former romantic partner, family member, colleague, public figure, or any other identifiable individual;
6. Solicit personal information from anyone under the age of 18;
7. Harvest or collect email addresses or other contact information of other users from the Services by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
8. Advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized;
9. Further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or
10. Obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Services.

6.2. Special notice for international use; Export controls

Software (defined below) available in connection with the Services and the transmission of applicable data, if any, is subject to United States export controls. No Software may be downloaded from the Services or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Service, including as it concerns online conduct and acceptable content.

6.3. Commercial use

The Service is for your personal use only. Unless otherwise expressly authorized herein or in the Services, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for any commercial purposes, any portion of the Services, use of the Services, or access to the Services.

6.4. Use of Replika by minors

If you are under 18, you are not authorized to use the Services, with or without registering.

7. APPLE APP STORE AND GOOGLE PLAY STORE LEGAL INFORMATION

These Terms apply to your use of all the Services, including the iPhone application available via the Apple, Inc. ("Apple") App Store (the "Applications"), and the Android application available via the Google, Inc. ("Google") Play Store (the "Applications"), but the following additional terms also apply to the Applications:

- Both you and Replika acknowledge that the Terms are concluded between you and Replika only, and not with Apple and Google, and that Apple and Google are not responsible for the Application or the Content;
- The Application is licensed to you on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the terms and conditions of this Agreement as they are applicable to the Services;
- You will only use the Application in connection with an Apple device that you own or control;
- You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;
- In the event of any failure of the Application to conform to any applicable warranty, including those implied by law, you may notify Apple or Google of such failure; upon notification, Apple and Google's sole warranty obligation to you will be to refund to you the purchase price, if any, of the Application;
- You acknowledge and agree that Replika, and not Apple or Google, is responsible for addressing any claims you or any third party may have in relation to the Application;
- You acknowledge and agree that in the event of any third party claim that the Application or your possession and use of the Application infringes that third party's intellectual property rights, Replika, and not Apple or Google, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;
- You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and that you are not listed on any U.S. Government list of prohibited or restricted parties;
- Both you and Replika acknowledge and agree that, in your use of the Application, you will comply with any applicable third party terms of the agreement which may affect or be affected by such use; and
- Both you and Replika acknowledge and agree that Apple and Apple's subsidiaries and Google and Google's subsidiaries are third party beneficiaries of this Agreement, and that upon your acceptance of this Agreement, Apple and Google will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as the third party

have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as the third party beneficiary hereof.

- Replika and you acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms of Service with respect to the Apple-Enabled Software, and that, upon your acceptance of the terms and conditions of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you with respect to the Apple-Enabled Software as a third party beneficiary thereof.

8. INTELLECTUAL PROPERTY RIGHTS

8.1. Service content, software, and trademarks

You acknowledge and agree that the Services may contain content or features ("Service Content") that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by Replika, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Services or the Service Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below) that you legally upload to the Services. In connection with your use of the Services, you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. If you are blocked by Replika from accessing the Services (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of the Services or the Service Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Services or distributed in connection therewith are the property of Replika, our affiliates and our partners (the "Software"). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by Replika.

The Replika name and logos are trademarks and service marks of Replika (collectively the "Replika Trademarks"). Other company, product, and service names and logos used and displayed via the Services may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to Replika. Nothing in these Terms of Service or the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Replika Trademarks displayed on the Services, without our prior written permission in each instance. All goodwill generated from the use of Replika Trademarks will inure to our exclusive benefit.

8.2. Third party material

Under no circumstances will Replika be liable in any way for any content or materials of any third parties (including users), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that Replika does not pre-screen content, but that Replika and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Services. Without limiting the foregoing, Replika and its designees will have the right to remove any content that violates these Terms of Service or is deemed by Replika, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

8.3. User content transmitted through the Services

With respect to the content or other materials you upload through the Services or share with other users or recipients (collectively, "User Content"), you represent and warrant that you own all right, title and interest in and to such User Content, including, without limitation, all copyrights and rights of publicity contained therein. By uploading any User Content you hereby grant and will grant Replika and its affiliated companies a nonexclusive, worldwide, royalty-free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use your User Content in connection with the operation of the Services or the promotion, advertising or marketing thereof in any form, medium or technology now known or later developed.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Services ("Submissions"), provided by you to Replika are non-confidential and Replika will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You acknowledge and agree that Replika may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms of Service; © respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Replika, our users and the public. You understand that the technical processing and transmission of the Services, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

8.4. Copyright complaints

Replika respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify Replika of your infringement claim in accordance with the procedure set forth below.

We will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws with respect to any alleged or actual infringement. A notification of claimed copyright infringement should be emailed to Replika's Copyright Agent at copyright@replika.ai (Subject line: "DMCA Takedown Request"). You may also contact us by mail at:

Replika

490 Post Street, Suite 526
San Francisco, CA 94102
United States

To be effective, the notification must be in writing and contain the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Services, with enough detail that we may find it on the Services;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

8.5. Counter-notice

If you believe that your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to upload and use the content in your User Content, you may send a written counter-notice containing the following information to the Copyright Agent:

- your physical or electronic signature;
- identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court located within Northern District of California and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, Replika will send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.

Repeat Infringer Policy: In accordance with the DMCA and other applicable law, Replika has adopted a policy of terminating, in appropriate circumstances and at Replika's sole discretion, users who are deemed to be repeat infringers. Replika may also at its sole discretion limit access to the Services and/or terminate the memberships of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

9. THIRD PARTY WEBSITES

The Services may provide, or third parties may provide, links or other access to other sites and resources on the Internet. We have no control over such sites and resources and we are not responsible for and do not endorse such sites and resources. You further acknowledge and agree that Replika will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods or services available on or through any such site or resource. Any dealings you have with third parties found while using the Services are between you and the third party, and you agree that Replika is not liable for any loss or claim that you may have against any such third party.

10. SOCIAL NETWORKING SERVICES

You may enable, connect or log in to the Services via various online third party services, such as social media and social networking services like Facebook, Instagram or Twitter ("Social Networking Services"). By logging in or directly integrating these Social Networking Services into the Services, we make your online experiences richer and more personalized. To take advantage of this feature and capabilities, we may ask you to authenticate, register for or log into Social Networking Services on the websites of their respective providers. As part of such integration, the Social Networking Services will provide us with access to certain information that you have provided to such Social Networking Services, and we will use, store and disclose such information in accordance with our Privacy Policy. However, please remember that the manner in which Social Networking Services use, store and disclose your information is governed solely by the policies of such third parties, and Replika shall have no liability or responsibility for the privacy practices or other actions of any third party site or service that may be enabled within the Service.

In addition, Replika is not responsible for the accuracy, availability or reliability of any information, content, goods, data, opinions, advice or statements made available in connection with Social Networking Services. As such, Replika is not liable for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Social Networking Services. Replika enables these features merely as a convenience and the integration or inclusion of such features does not imply an endorsement or recommendation.

11. WARRANTY, INDEMNITY AND LIABILITY

11.1. Indemnity and release

You agree to release, indemnify and hold Replika and its affiliates and their officers, employees, directors and agents (collectively, "Indemnitees") harmless from any from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Services, any User Content, your connection to the Services, your violation of these Terms of Service or your violation of any rights of another. Notwithstanding the foregoing, you will have no obligation to indemnify or hold harmless any Indemnitee from or against any liability, losses, damages or expenses incurred as a result of any action or inaction of such Indemnitee. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

11.2. Disclaimer of warranties

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

REPLIKA MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.

11.3. Limitation of liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT REPLIKA WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT WILL REPLIKA'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID COMPANY IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS ($100).

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU OR BE ENFORCEABLE WITH RESPECT TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICES.

IF YOU ARE A USER FROM NEW JERSEY, THE FOREGOING SECTIONS TITLED "DISCLAIMER OF WARRANTIES" AND "LIMITATION OF LIABILITY" ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THESE SECTIONS IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTIONS.

12. DISPUTE RESOLUTION BY BINDING ARBITRATION

12.1. Agreement to arbitrate

This Dispute Resolution by Binding Arbitration section is referred to in these Terms of Service as the "Arbitration Agreement." You agree that any and all disputes or claims that have arisen or may arise between you and Replika, whether arising out of or relating to these Terms of Service (including any alleged breach thereof), the Services, any advertising, any aspect of the relationship or transactions between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into these Terms of Service, you and Replika are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

12.2. Prohibition of class and representative actions and non-individualized relief

YOU AND REPLIKA AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND REPLIKA AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE

INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S).

12.3. Pre-arbitration dispute resolution

Replika is always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer's satisfaction by emailing customer support at my@replika.ai. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Replika should be sent to my@replika.ai ("Notice Address"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Replika and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Replika may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Replika or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Replika is entitled.

12.4. Arbitration procedures

Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, http://www.adr.org. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, http://www.adr.org/consumer_arbitration. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms of Service as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under the Terms of Service and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless Replika and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for $10,000 or less, Replika agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds $10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

12.5. Costs of arbitration

Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. If the value of the relief sought is $75,000 or less, at your request, Replika will pay all Arbitration Fees. If the value of relief sought is more than $75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, Replika will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, Replika will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys' fees will be governed by the AAA Rules.

12.6. Confidentiality

All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

12.7. Severability

If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than the subsection titled "Prohibition of class and representative actions and non-individualized relief" above) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of the subsection titled "Prohibition of class and representative actions and non-individualized relief" are invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of the Terms of Service will continue to apply.

12.8. Future changes to the arbitration agreement

Notwithstanding any provision in these Terms of Service to the contrary, Replika agrees that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a user of the Services, you may reject any such change by sending Replika written notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the date you first accepted these Terms of Service (or accepted any subsequent changes to these Terms of Service).

13. GENERAL CONDITIONS

13.1. Termination

You agree that Replika, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service and remove and discard any content within the Service, for any reason, including, without limitation, for lack of use or if Replika believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of Service, may be referred to appropriate law enforcement authorities. Replika may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of these Terms of Service may be effected without prior notice, and acknowledge and agree that Replika may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that Replika will not be liable to you or any third party for any termination of your access to the Service.

13.2. User disputes

You agree that you are solely responsible for your interactions with any other user in connection with the Service and Replika will have no liability or responsibility with respect thereto. Replika reserves the right but has no obligation, to become involved in any way with disputes between you and any other user of the Service.

13.3. Entire agreement

These Terms of Service constitute the entire agreement between you and Replika and govern your use of the Service, superseding any prior agreements between you and Replika with respect to the Services. You also may be subject to additional terms and conditions that may apply when you use affiliate or third-party services, third-party content or third-party software.

13.4. Choice of law

These Terms of Service will be governed by the laws of the State of California without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you and Replika agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within San Francisco County, California. The failure of Replika to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign these Terms of Service without the prior written consent of Replika, but Replika may assign or transfer these Terms of Service, in whole or in part, without restriction. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. The Service may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Service.

14. YOUR PRIVACY

At Replika, we respect the privacy of our users. For details please see our Privacy Policy. By using the Service, you consent to our collection and use of personal data as outlined therein.

QUESTIONS? CONCERNS? SUGGESTIONS?

Please contact us at my@replika.ai to report any violations of these Terms of Service or to ask us any questions regarding these Terms of Service or our Services.